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RECORDED AT REQUEST OF  
Eureka Title Company

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HUMBOLDT COUNTY RECORDS  
GRACE JACKSON, RECORDERDEPUTY  
FEE \$ noneDOCUMENT RECORDED AT THE REQUEST  
OF AND WHEN RECORDED MAIL TOThe City of Eureka  
City Attorney  
P. O. Box 1018  
Eureka, California 95501(City of Eureka Official Business)  
(Document entitled to free  
recording pursuant to Government  
Code section 6103)AGREEMENT FOR THE SETTLEMENT OF A TITLE  
AND BOUNDARY DISPUTE AND THE EXCHANGE OF  
CERTAIN LANDS WITHIN THE CITY OF EUREKA,  
HUMBOLDT COUNTY, BY AND AMONG THE CITY  
OF EUREKA AND THE CALIFORNIA STATE  
LANDS COMMISSIONInstructions to the County Recorder  
of the County of HumboldtThis document includes quitclaim deeds of parties to  
this agreement to other parties hereto. Therefore, please index  
this document as follows:

<u>Grantor</u>	<u>Grantee</u>	<u>Agreement paragraph in which real property is described</u>
State of California, acting by and through the State Lands Commission	City of Eureka	1
City of Eureka	City of Eureka as trustee pursuant to chapter 225 of the Statutes of 1945 and chapter 1086 of the Statutes of 1970	3

1 TITLE AND BOUNDARY SETTLEMENT AGREEMENT  
2 REGARDING CERTAIN REAL PROPERTY IN THE  
3 COUNTY OF HUMBOLDT, CALIFORNIA  
(Including Quitclaims of Parties to  
Effectuate Agreement)

4 THIS AGREEMENT made and entered into as of the 19th day  
5 of February, 1980, between the CITY OF EUREKA (hereinafter  
6 referred to as "the City"), and the STATE OF CALIFORNIA, acting  
7 by and through the STATE LANDS COMMISSION (hereinafter referred  
8 to as "the State").

9 W I T N E S S E T H:

10 WHEREAS, the real property (hereinafter referred to as  
11 ~~"Settlement Area"~~) described in exhibit A attached hereto and  
12 designated "Settlement Area" on the map attached hereto as  
13 exhibit B, which exhibits are made a part hereof, was  
14 historically comprised of lands depicted on various maps and  
15 charts as swamp and overflowed lands or lands located below the  
16 line of mean high tide;

17 WHEREAS, the State of California, upon being admitted  
18 to the Union on September 9, 1850, received title, by virtue of  
19 the State's sovereignty, to any tide and submerged lands in the  
20 Settlement Area; and

21 WHEREAS, the State, by virtue of the Arkansas Swamp  
22 Lands Act of September 28, 1850, received title from the United  
23 States of America to certain swamp and overflowed lands located  
24 within the State's boundaries; and

25 WHEREAS, to the extent the Settlement Area may have  
26 embraced swamp and overflowed lands, the State received title to  
27 such lands by virtue of the Settlement Area

1 being included within the perimeter description of a patent to  
2 the State by the federal government pursuant to the Act of  
3 Congress of September 28, 1850; and

4 WHEREAS, the State in the early years of statehood  
5 enacted various statutes authorizing the sale of tidelands and  
6 swamp and overflowed lands to private applicants; and

7 WHEREAS, the Settlement Area was included within the  
8 perimeter description of the Patent for Humboldt County Tideland  
9 Survey No. 1, dated July 10, 1860, issued by the State of  
10 California to Jonathan Clark, and recorded June 9, 1868, in book  
11 1, page 188 of Patents in the Office of the County Recorder of  
12 the County of Humboldt; and

13 WHEREAS, the parties are informed and believe that the  
14 patent for Tideland Survey No. 1 is valid insofar as it conveyed  
15 into private ownership lands located landward of the line of  
16 mean low water as said line existed at the time of survey.

17 WHEREAS, the City of Eureka, by virtue of a tax deed  
18 dated January 7, 1948, and recorded March 26, 1948, in book 39,  
19 Tax Deed, page 94 of the Official Records of the Office of the  
20 Recorder of the County of Humboldt, became the successor in  
21 interest to and owner of any private rights, title, and interest  
22 to and owner of any private rights, title, and interests in and  
23 to the Settlement Area conveyed by Tideland Survey No. 1; and

24 WHEREAS, the State of California, by grants contained  
25 in chapter 255 of the Statutes of 1945, as amended and modified  
26 by chapter 1086 of the Statutes of 1970, conveyed Eureka  
27 tidelands, as defined in chapter 1085 of the Statutes of 1970,

1 within the Humboldt Bay Area to the City to be held by it in  
2 trust subject to the provisions of said statutes and the common  
3 law public trust for commerce, navigation and fisheries and  
4 subject to certain residuary powers and interests reserved to  
5 the State; and

6 WHEREAS, the net effect of the above-described  
7 conveyances was to vest both public and private title in and to  
8 the Settlement Area in the City of Eureka; and

9 WHEREAS, it appears that a portion of the Settlement  
10 Area was a natural slough, historically known as Clark Slough  
11 which was located below the line of mean high tide; and

12 WHEREAS, to the extent the Settlement Area was  
13 historically comprised of lands below the line of mean high tide  
14 it is subject to the public trust for commerce, navigation and  
15 fisheries and is also held pursuant to those trust and  
16 conditions contained in chapter 225 of the Statutes of 1945 as  
17 amended and modified by chapter 1086 of the Statutes of 1970;  
18 and

19 WHEREAS, at the present time it is uncertain whether  
20 and to what extent the Settlement Area may have been  
21 historically comprised of lands below the line of mean high  
22 tide, held by the City subject to the public trust and those  
23 statutory trusts and conditions imposed by chapter 225 of the  
24 Statutes of 1945, as amended and modified by chapter 1086 of the  
25 Statutes of 1970, and whether and to what extent the Settlement  
26 Area was comprised of lands held by the City free of such trust  
27 and provisions; and

1           WHEREAS, the City of Eureka has embarked on a project  
2 to redevelop and provide low and moderate income housing in an  
3 area of the City currently used as a school corporation yard;  
4 and

5           WHEREAS, as part of this project the City of Eureka  
6 has secured funding from the federal government to construct and  
7 renovate certain buildings and these grant funds must be used  
8 within specified time limits or these grant funds may be lost;  
9 and

10           WHEREAS, as an integral part of this project the City  
11 is desirous of relocating the school corporation yard presently  
12 located on the project site to the Settlement Area; and

13           WHEREAS, it is uncertain at the present time whether  
14 such a use of the Settlement Area is consistent with the common  
15 law and statutory trust under which the City holds title to the  
16 Settlement Area; and

17           WHEREAS, because of the uncertainties as to title in  
18 the Settlement Area it is impossible for the City to lease or  
19 dispose of any proprietary interest in the Settlement Area  
20 without a resolution of the title problems; and

21           WHEREAS, the City has determined that the public and  
22 statutory trusts and conditions under which any sovereign lands  
23 within the Settlement Area are held will be better served by an  
24 exchange of lands and other interests in order to provide the  
25 people of the State with other lands more susceptible and  
26 valuable for trust purposes; and

27           WHEREAS, this settlement by allowing for the use of

1 the Settlement Area for a school corporation yard thereby  
2 resulting in a benefit to the school district will also allow  
3 the City to proceed in a timely manner with its proposed project  
4 to provide low and moderate income housing and which will  
5 prevent the loss of federal grant moneys; and

6       WHEREAS, the City as part of the settlement of the  
7 case of Kaiser Cement & Gypsum Corporation v. City of Eureka,  
8 Humboldt County Superior Court No. 52624 has agreed to purchase  
9 a parcel of property commonly known as the Kaiser Parcel which  
10 the City has agreed to hold in trust for the purposes of  
11 ~~commerce, navigation and fisheries and also pursuant to the~~  
12 statutory trust contained in chapter 1086 of the Statutes of  
13 1970; and

14       WHEREAS, in the purchase of this parcel, the City will  
15 be expending approximately \$40,000 of nontrust moneys to which  
16 it would be entitled to reimbursement from trust revenues; and

17       WHEREAS, at the present time the City owns in a  
18 proprietary capacity an improved parcel of land (hereinafter  
19 referred to as the "Exchange Parcel") described in exhibit C  
20 attached hereto and designated Exchange Parcel on the map  
21 attached hereto as exhibit D, which exhibits are made a part  
22 hereof, and which is not now, nor has been historically subject  
23 to the public trust for commerce, navigation and fisheries or to  
24 those statutory trusts contained in chapter 1086 of the Statutes  
25 of 1970; and

26

27

1           ~~WHEREAS, the Exchange Parcel~~ has been improved by the  
2 City by the use of nontrust funds and such improvements consist  
3 of a parking lot and landscaping; and

4           ~~WHEREAS, the Exchange Parcel~~ is susceptible in an  
5 improved condition, for public and statutory trust uses, among  
6 which are to provide public parking for visitors to the  
7 waterfront area of the City of Eureka, which uses are of a  
8 statewide and not purely local benefit; and

9           WHEREAS, the City of Eureka has negotiated an exchange  
10 of interests whereby the City will relinquish its claim to be  
11 ~~reimbursed for nontideland funds expended in the purchase of the~~  
12 Kaiser Parcel and will agree to hold the Exchange Parcel subject  
13 of those statutory and common law trusts as if the Exchange  
14 Parcel had been sovereign lands of the State granted to the City  
15 of Eureka in trust. In exchange therefore, the State agrees to  
16 convey to the City all of its sovereign interests in and to the  
17 Settlement Area, to relinquish any trust interest in the  
18 Settlement Area so that thereafter the City may treat the  
19 Settlement Area as if such area is held in a proprietary  
20 capacity; and

21           WHEREAS, uncertainties as the nature and extent of  
22 titles to the Settlement Area have delayed and rendered more  
23 difficult the effectuation of the proposed exchange; and

24           WHEREAS, in order to allow the City to exchange these  
25 lands in a timely manner, the City and the State will assume for  
26 the purposes of this agreement that all the lands included  
27 within the Settlement Area were tide and submerged lands,

1 subject however, to a subsequent agreement by the City and State  
2 as to the nature and extent of sovereign and proprietary  
3 interests within the Settlement Area; and

4 WHEREAS, the Legislature in 1970 enacted chapter 1085  
5 of the Statutes of 1970 to provide for the settlement of title  
6 and boundary problems and to provide for the exchange of certain  
7 lands or interests in lands which are currently located above  
8 the line of mean high tide and which are no longer necessary or  
9 useful for commerce, navigation and fisheries; and

10 WHEREAS, in section 2 of said chapter 1085, the  
11 ~~Legislature found and declared that portions of the lands within~~  
12 the Humboldt Bay Area, as defined in said chapter, have been  
13 heretofore and shall be improved hereafter in connection with  
14 the development of the Humboldt Bay Area, and in the process of  
15 such development have been filled and reclaimed, and are no  
16 longer necessary or useful for commerce, navigation or  
17 fisheries; and

18 WHEREAS, said chapter 1085 authorizes the State Lands  
19 Commission upon its own initiative or upon the application of  
20 the City of Eureka or of any other affected party, to determine  
21 which lands are above the present line of mean high tide and no  
22 longer necessary or useful for commerce, navigation or  
23 fisheries; and

24 WHEREAS, section 3 of chapter 1085 provides that once  
25 such a determination has been made and a description of the  
26 lands and a certificate that said lands are located above the  
27 line of mean high water and are not longer necessary or useful

1 for commerce, navigation or fisheries is recorded, said lands  
2 shall be freed from the public use and trust for commerce,  
3 navigation and fisheries; and

4 WHEREAS, chapter 1085 further provides that when such  
5 lands have been freed from the public trust, the City of Eureka,  
6 upon receipt of such consideration as is authorized in chapter  
7 1085, may by document, quitclaim, or conveyance, convey,  
8 release, or quitclaim any portions of such lands; and

9 WHEREAS, the City of Eureka has applied to the State  
10 Lands Commission to determine that the lands included within the  
11 Settlement Area are above the present line of mean high tide and  
12 are no longer useful for commerce, navigation and fisheries; and

13 WHEREAS, the State Lands Commission has determined  
14 that the Settlement Area has been filled and reclaimed, is  
15 presently located above the line of mean high tide and is no  
16 longer useful for the purpose of commerce, navigation and  
17 fisheries because of certain natural and artificial processes  
18 including but not limited to:

19 A. The closure of the mouth of Clark Slough at a  
20 date sometime prior to 1931; and

21 B. The filling and reclamation of the historic bed  
22 of Clark Slough within the Settlement Area; and

23 C. The construction of roads, sewers, drains and  
24 other improvements adjacent to and surrounding the Settlement  
25 Area; and  
26  
27

1           WHEREAS, pursuant to the provisions of section 4,  
2 chapter 1085 of the Statutes of 1970, the consideration to be  
3 received by the City has been determined by the City and  
4 approved by the State to be equal to or exceeding the value of  
5 interest of the State and City to be conveyed pursuant to this  
6 agreement; and

7           WHEREAS, the settlement herein provided for will  
8 enable the City to develop, for respective public purposes, both  
9 the Settlement Area and the lands and other interests to be  
10 received by the City in exchange therefore.

11           NOW, THEREFORE, for and in consideration of the  
12 foregoing premises and the mutual covenances and agreements  
13 herein contained or provided for, the parties hereto agree as  
14 follows:

15           1.   State's Quitclaim to City. The State hereby  
16 remises, releases, and forever quitclaims to the City all of its  
17 rights, title, and interests in and to the Settlement Area as  
18 described in exhibit A.

19           2.   City's Relinquishment of Claim of Reimbursement:  
20 The City of Eureka hereby relinquishes its claim of  
21 reimbursement from tideland or other trust revenues for any and  
22 all funds which have been or may be for the purchase of that  
23 parcel of land commonly known as the Kaiser Parcel located between  
24 J and K Streets in the City of Eureka and which is to be purchased  
25 as part of the Agreement to be entered into by and between the  
26 State of California, City of Eureka and various private parties in  
27 settlement of the case of Kaiser Gypsum and Cement Corporation

1 v. City of Eureka, Humboldt County Superior Court No. 52624.

2 3. Exchange of Trust Lands. The City of Eureka  
3 hereby agrees to hold the lands known as the Exchange Parcel and  
4 described in exhibits C and D attached hereto, in trust subject  
5 to all provisions of chapter 225 of the Statutes of 1945 and  
6 chapter 1086 of the Statutes of 1970 as such statutes may be amended  
7 from time to time as well as the common law public trust for  
8 commerce, navigation and fisheries and shall hold these lands as  
9 if they were originally sovereign lands granted by the State to  
10 the City.

11 4. State Lands Commission Approvals. The State  
12 Lands Commission by indicating its approval of and execution of  
13 this Settlement Agreement, hereby:

14 a. Determines and declares, pursuant to and in  
15 accordance with section 2(b) of chapter 1085 of the Statutes of  
16 1970, that the Settlement Area, to the extent said parcel was  
17 sovereign lands and not uplands, has heretofore been improved in  
18 connection with the development of the Humboldt Bay Area, and in  
19 the process of such development has been filled and reclaimed,  
20 is no longer submerged or below the present line of mean high  
21 tide, and is no longer necessary or useful for commerce,  
22 navigation or fisheries, or for such uses or trusts as are or  
23 have been imposed by the statutory grants of tide and submerged  
24 lands from the State to the City, and is hereby freed from such  
25 statutory and common law trusts.

26 b. In accordance with section 6 of chapter 1085  
27 of the Statutes of 1970, approves this settlement Agreement and

1 the conveyances provided for herein and approves of the  
2 conveyance to the City by the State, of all of the right, title  
3 and interest of the State of California and of the right, title  
4 and interest of the City of Eureka held by virtue of chapter 225  
5 of the Statutes of 1945 and chapter 1086 of the Statutes of  
6 1970, in and to all of the real property described in exhibit A  
7 hereto.

8 c. Further finds and declares that the  
9 consideration to be received by the City to be held in trust  
10 pursuant to this agreement has a value equivalent to or  
11 exceeding the value of the interest of the State being conveyed  
12 to the City hereunder, and approves of the adequacy of the  
13 consideration as determined by the City with respect to the  
14 settlement provided for herein, in accordance with section 4 of  
15 chapter 1085 of the Statutes of 1970.

16 5. Renegotiation.

17 a. If, after future studies, the uncertainties  
18 as to the nature and extent of public and private interest in the  
19 settlement area can be determined, the parties hereby agree that  
20 this agreement will be renegotiated and a portion of the  
21 consideration to be given by the City or held in trust pursuant  
22 to paragraphs 2 and 3 of this agreement, may be returned to the  
23 City to be held in a proprietary capacity.

24 b. As a condition for a permit for the  
25 development project which the City proposes to undertake on the  
26 settlement area, the City of Eureka has entered into an agreement  
27 with the California Coastal Commission whereby the City of Eureka

1 has agreed to dedicate or purchase and dedicate a parcel of  
2 restorable wetland of 3,000 square feet and to establish a fund  
3 for restoration of said wetland as mitigation for this project.  
4 Selection of the area to be dedicated and restored is to be made  
5 in the local coastal program. The State Lands Commission hereby  
6 agrees to cooperate with the California Coastal Commission in the  
7 selection of the wetland area to be dedicated and restored.  
8 Assuming the wetland area to be dedicated and restored is  
9 susceptible of trust usage in its restored condition and not  
10 presently encumbered by the trust, and it is determined by the  
11 State Lands Commission to meet the other conditions and  
12 requirements for an exchange pursuant to chapter 1085 of the  
13 Statutes of 1970, the State Lands Commission hereby agrees to  
14 renegotiate this Agreement at such time the parcel is dedicated  
15 and the restoration fund established and to refund to the City a  
16 portion of the consideration the City has agreed to hold subject  
17 to the trust pursuant to paragraphs 2 and 3 of this Agreement.  
18 The amount of the refund will be of a value equivalent to the  
19 fair market value of the property to be dedicated and the  
20 restoration costs not already subject to the trust. The City of  
21 Eureka hereby agrees that a prior condition for any renegotiation  
22 of this agreement will be the City's agreement to hold the  
23 wetlands to be dedicated and the money to be spent for  
24 restoration as part of the common law, public trust, and those  
25 statutory trusts contained in chapter 225 of the Statutes of 1945  
26 and chapter 1086 of the Statutes of 1970 as subsequently amended.

27

1                   c. At the present time the City, State and  
2 private parties are in the process of final negotiations on the  
3 purchase of the Kaiser Parcel. Should this Agreement not be  
4 consummated or should this Agreement not require for the City to  
5 provide \$40,000 of nontidelands funds for the purchase of the  
6 Kaiser Parcel, the City and the State hereby agree to renegotiate  
7 this agreement and the City agrees to hold an additional amount  
8 of nontrust property or other consideration with a fair market  
9 value of not less than \$40,000 subject to the common law public  
10 trust and those statutory trusts contained in chapter 225 of the  
11 Statutes of 1945 and chapter 1086 of the Statutes of 1970 as  
12 those statutes may be amended from time to time.

13                   6. Notarization. All signatures on this agreement  
14 shall be duly acknowledged before a notary public and a  
15 certificate of acknowledgement with respect to such  
16 acknowledgements shall be attached to the respective document to  
17 which it pertains so as to allow the recordation thereof in the  
18 County of Humboldt, California.

19                   7. Prohibition on Sale or Encumbrances. Neither the  
20 City nor the State shall sell, transfer, assign, mortgage,  
21 pledge or hypothecate, whether by operation of law or otherwise,  
22 any of their respective rights, title or interest in or to said  
23 parcels prior to the recording of this agreement.

24                   8. Termination of Agreement. If this agreement  
25 shall not be recorded on or before December 31, 1980, it shall  
26 terminate and be of no force and affect whatsoever.

27

1           9.   Agreement Binding on Heirs, Assigns, Etc. All  
2 the terms, provisions and conditions hereon shall be binding  
3 upon and inure to the benefit of the respective heirs,  
4 administrators, executors, successors, and assigns of the  
5 parties hereto.

6           10.   Severability. Should any party fail to comply  
7 with any such provisions after the effective date of this  
8 agreement, such failure shall in no way affect the consideration  
9 supporting the other provisions of this agreement or the  
10 validity or binding nature thereof. Nothing herein, however,  
11 shall affect or diminish the rights of any party hereto at law  
12 or in equity, or both, to enforce each and every position of  
13 this agreement against any other party hereto.

14           11.   Modification. No modification, amendment or  
15 alteration of this agreement shall be valid unless in writing  
16 and signed by the parties hereto.

17           12.   Notices. a. All notices required or permitted  
18 to be given to a party hereto by the provisions of this  
19 agreement shall be deemed to have been given forty-eight (48)  
20 hours after such notice is deposited in the United States mail  
21 as registered or certified mail, with postage thereon fully  
22 prepaid, addressed to such party at the following respective  
23 addresses, or when such notice is filed as a telegram with  
24 Western Union Telegraph Company, or any successor in interest of  
25 said telegraph company, addressed as above provided, with all  
26 charges fully prepaid.

27

1                    City

2                    City of Eureka  
3                    6th and K Streets  
4                    Eureka, California 95501  
5                    Attention: City Attorney

6                    State

7                    State Lands Commission  
8                    1807 13th Street  
9                    Sacramento, California 95814

10                   b. Any notice given in any other fashion shall  
11                   be deemed to have been given when actually received by the  
12                   addressee.

13                   Any party hereto may change its address by giving  
14                   written notice to all other parties hereto and to the escrow  
15                   agent. A copy of all notices given to the escrow agent, and  
16                   said notice shall not be effective until deemed given to both  
17                   the party to receive it and the escrow agent pursuant to the  
18                   provisions of this paragraph.

19                   13. Counterparts. This agreement may be executed in  
20                   any number of counterparts, and each executed counterpart shall  
21                   have the same force and effect as an original instrument and as  
22                   if all of the parties to the aggregate counterparts had signed  
23                   the same instrument.

24                   14. Gender. As used herein, whenever the context so  
25                   requires, the neuter gender includes the masculine and the  
26                   feminine, and the singular includes the plural and vice versa.  
27                   Defined terms are to have their defined meanings regardless of  
28                   the grammatical form, number or tense of such terms.

1 IN WITNESS WHEREOF, each party hereto has caused this  
2 agreement to be executed by its officers thereunder duly  
3 authorized as of the date set forth opposite their signatures.

4  
5 May 30, 1980  
6 DATE

CITY OF EUREKA  
BY Fred J. Moore, Jr.  
FRED J. MOORE, Jr., Mayor

7  
8 ATTEST:  
BY Patricia A. Banducci  
City Clerk

9  
10 STATE OF CALIFORNIA  
11 STATE LANDS COMMISSION  
June 5, 1980  
DATE

BY George Deukmejian

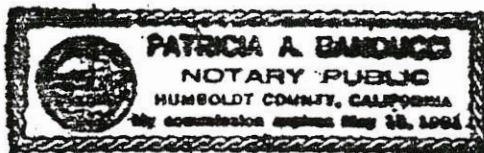
12  
13 Approved by:  
14 GEORGE DEUKMEJIAN  
Attorney General  
15 June 4, 1980  
16 DATE

BY Stephen W. Mills

17  
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27

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF HUMBOLDT )

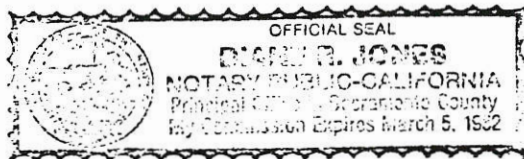
4 On this 31 day of May 1980, before me, a Notary  
5 Public in and for said County and State, personally appeared  
6 Fred J. Moore, Jr., known to me to be the Mayor of the City of  
7 Eureka and Chairman of the Eureka Redevelopment Agency and known  
8 to me to be the person who executed the within instrument on  
9 behalf of said municipal corporation, and acknowledged to me  
10 that he executed the same on behalf of the City of Eureka and  
11 Eureka Redevelopment Agency.



Patricia A. Banducci

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF SACRAMENTO )

4 On June 5 1980, before me, the undersigned, a  
5 notary public in and for said state, with principal office in  
6 Sacramento County, personally appeared  
7 William F. Northrup known to me to be the  
8 Executive Officer of the STATE LANDS COMMISSION, STATE OF  
9 CALIFORNIA, the Commission that executed the within instrument,  
10 known to me to be the person who executed the within instrument  
11 on behalf of the Commission therein named, and acknowledged to  
12 me that such Commission executed the within instrument pursuant  
13 to a resolution of its Commissioners unanimously adopted on  
14 FEBRUARY 28 1984 at a regular meeting thereof.



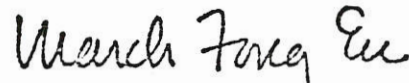
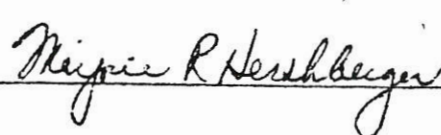
Diane R. Jones  
County of Sacramento,  
State of California

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF SACRAMENTO )

4 IN APPROVAL WHEREOF, I, EDMUND G. BROWN, JR., Governor  
5 of the State of California, have set my hand and caused the Seal  
6 of the State of California to be hereunto affixed pursuant to  
7 section 6107 of the Public Resources Code of the State of  
8 California. Given under my hand at the City of Sacramento, this  
9 11<sup>th</sup> day of June, in the year of our Lord One Thousand Nine  
10 Hundred and Eighty.

11   
12 GOVERNOR  
13 State of California

14 Attest:

15   
16 By   
17

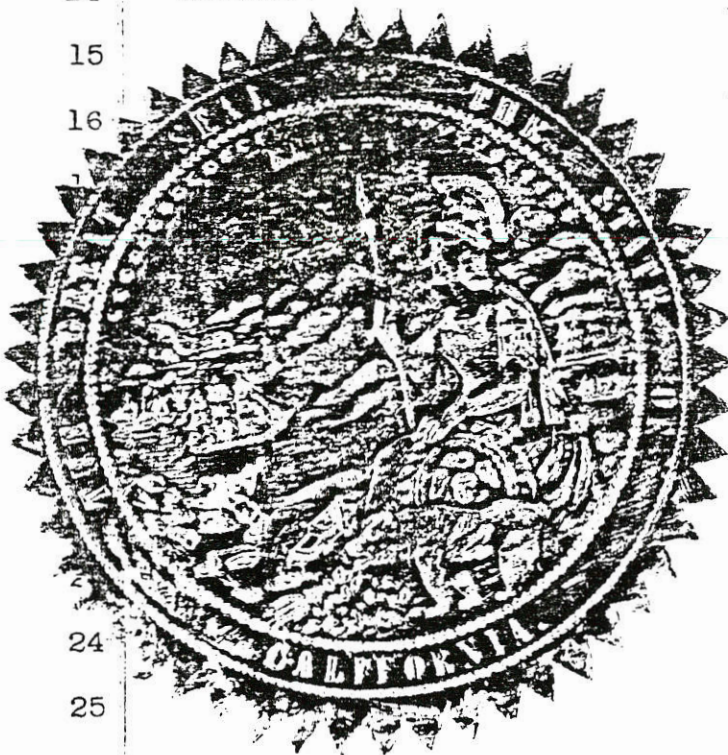


EXHIBIT A  
LEGAL DESCRIPTION  
FOR  
SETTLEMENT AREA

All that real property located in the City of Eureka, County of Humboldt, State of California, described as follows:

That portion of Block 132 of the Third Enlargement of Clark's Addition to the City of Eureka, according to the map thereof on file in the office of the County Recorder of said county in Book 9 of Maps, page 1, described as follows:

BEGINNING on the North line of Fourteenth Street formerly Whipple Street at a point distant thereon 119.5 feet West from the Westerly line of Broadway;

thence Northerly parallel with Broadway 261.11 feet to Cedar Street;

thence West along Cedar Street 548.18 feet, more or less, to Koster Street;

thence South along Koster Street 240 feet to the north line of Fourteenth Street;

thence East along the North line of Fourteenth Street 445.32 feet to the point of beginning.

(L A R E) SOUTH PASS AND  
WAPS II P 14

NOTE: ALLEYS IN PLF 3 ABAND BY  
ORDINANCE NO 2566

15

ST.

SETTLEMENT AREA  
PARCEL

Chg of Eural

THIRD EN CLARKS ADD

ST.

14TH ~~WHIPPLE~~

SHORT

# KOSTER

BROADWAY

PACIFIC 15TH

ST.

MAP OF

"SETTLEMENT AREA"

EXHIBIT C  
LEGAL DESCRIPTION  
FOR  
EXCHANGE PARCEL

All that real property located in the City of Eureka,  
County of Humboldt, State of California, described  
as follows:

Lots 1, 2, 3, 4, 15 and 16 of Block 4  
of the City of Eureka, as shown on the  
map prepared by J. S. Murray and recorded  
in Book 1 of Maps, page 16, July 28, 1859,  
Humboldt County Records.

